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4 UNITED STATES DISTRICT COURT  
5 DISTRICT OF NEVADA

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7 CHAUNTAL MONROY,  
8 Plaintiff,  
9 v.  
10 WAL-MART INC.,  
11 Defendant.

Case No. 2:22-cv-01638-RFB-NJK

**ORDER**

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13 Before the Court is Defendant's Motion to Enforce Settlement Agreement (ECF No. 18),  
14 filed on September 1, 2023, and Plaintiff's Motion to Allow Counsel for Plaintiff Authorization to  
15 Sign Release on Plaintiff's Behalf, submitted on August 1, 2024 (ECF No. 21). For the reasons  
16 discussed below, the Court grants both motions.

17 On July 13, 2023, the Court granted Defendant's Motion to Dismiss Litigation with  
18 Prejudice in light of a settlement agreement. ECF No. 17. Defendant submitted the instant motion  
19 to enforce on September 1, 2023, stating that Defendants had attempted to obtain the executed  
20 Release from Plaintiff, but were unsuccessful. ECF No. 18. Counsel for Plaintiff filed a non-  
21 opposition to the motion on March 25, 2024, stating *inter alia* that Plaintiff agreed to the  
22 settlement, did not sign the Release Defendants requested, and was unable to be contacted by  
23 counsel. ECF No. 19. On August 1, 2024, counsel for Plaintiff filed the instant motion for  
24 authorization to sign release on Plaintiff's behalf. ECF No. 21.

25 It is "well established" that a trial court has the inherent power "to summarily enforce on  
26 motion a settlement agreement entered into by the litigants while the litigation is pending before  
27 it." In re City Equities Anaheim, Ltd., 22 F.3d 954, 957 (9th Cir. 1995). The court's equitable  
28 power to summarily enforce a settlement agreement derives from the nature of the relief sought.

1 See Adams v. Johns-Manville Corp., 876 F.2d 702, 709 (9th Cir. 1989). However, a district court  
 2 may not exercise its equitable powers to summarily enforce a settlement “where material facts are  
 3 in dispute.” In re City Equities Anaheim, 22 F.3d at 958. A court may enforce a settlement  
 4 agreement through award of damages or through decree of specific performance and “[a]n action  
 5 for specific performance without a claim for damages is purely equitable.” Adams, 876 F.2d at  
 6 709. Enforcing a settlement agreement is interpreted as an action to enforce a contract. See  
 7 Knudsen v. Comm’r, 793 F.3d 1030, 1035 (9th Cir. 2015) (citing Jeff D. v. Andrus, 899 F.2d 753,  
 8 759 (9th Cir. 1989)). A contract’s construction and enforcement are governed by principles of state  
 9 contract law. See O’Neil v. Bunge Corp., 365 F.3d 820, 822 (9th Cir. 2004). This is true even if  
 10 the underlying cause of action is federal. See In re Beverly Hills Bancorp., 649 F.2d 1329, 1332  
 11 (9th Cir. 1981).

12 The Court now looks to the relevant Nevada contract law as it relates to a settlement  
 13 agreement. The Nevada Supreme Court has outlined that a valid and enforceable settlement  
 14 agreement requires “an offer and acceptance, meeting of the minds, and consideration.” May v.  
 15 Anderson, 119 P.3d 1254, 1257 (Nev. 2005). “A meeting of the minds exists when the parties have  
 16 agreed upon the contract’s essential terms.” Certified Fire Protection, Inc. v. Precision Constr.,  
 17 Inc., 283 P.3d 250, 254 (Nev. 2012). Which terms are essential “depends on the agreement and its  
 18 context and also on the subsequent conduct of the parties, including the dispute which arises and  
 19 the remedy sought.” Restatement (Second) of Contracts § 131 cmt. g (1981). Consideration  
 20 requires something that is “bargained for and given in exchange for an act or promise.” Zhang v.  
 21 Eighth Judicial Dist. Ct., 103 P.3d 20, 24 n.22 (Nev. 2004). In order to enforce a settlement  
 22 agreement in Nevada, “a court must be able to ascertain what is required of the respective parties.”  
 23 May, 119 P.3d at 1259. Applicable here, the terms of a release are material to any settlement  
 24 agreement. Id. at 1257-58. The Nevada Supreme Court has found that “release terms are not a  
 25 mere formality,” but “an important reason why a party enters into a settlement agreement.” Id.

26 The Court now considers Defendant’s motion to enforce the settlement agreement. The  
 27 Court will enforce the agreement. Here, Defendant requests the Court to order a decree of specific  
 28 performance for Plaintiff to execute the Release. There are no material facts in dispute. As recorded

1 by the sworn declarations of both parties' unopposed motions, Defendant made an offer and  
2 Plaintiff accepted. Defendant paid the settlement funds and requested a signed release for its file.  
3 Plaintiff took out a settlement loan after the settlement was agreed upon to expedite the receipt of  
4 funds. However, Plaintiff failed to sign the Release requested by Defendant as a term of the  
5 agreement despite repeated requests from her own Counsel to do so. The Court finds that the  
6 requirements of each party in the settlement are sufficiently clear and that the contract meets the  
7 standard of an enforceable settlement agreement under Nevada law. The Court will therefore grant  
8 the motion to enforce settlement.

9 For the foregoing reasons, **IT IS ORDERED** that Defendant's Motion to Enforce  
10 Settlement Agreement (ECF No. 18) is **GRANTED**.

11 **IT IS FURTHER ORDERED** that Plaintiff's Motion Allowing Counsel for Plaintiff  
12 Authorization to Sign Release (ECF No. 21) is **GRANTED**. Plaintiff's counsel is directed to sign  
13 the release by **October 4, 2024**.

14 **IT IS FURTHER ORDERED** that counsel for Plaintiff shall send Ms. Monroy a copy of  
15 this Order.

16  
17 **DATED:** September 29, 2024.

A handwritten signature in black ink, appearing to be 'RFB', written over a horizontal line.

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20 **RICHARD F. BOULWARE, II**  
21 **UNITED STATES DISTRICT JUDGE**  
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